

**ACCESS EASEMENT AND RECIPROCAL RESTRICTIVE COVENANTS**

This Access Easement with Reciprocal Restrictive Covenants made this 10th day of February, 2016 by and between **THOMAS WAYNE COTTINGIM** and **JUDY W. COTTINGIM**, husband and wife, 353 Atwood Drive, Lexington, Kentucky 40515, (hereinafter "SELLER"), and **KENTUCKY LODGING AND DEVELOPMENT COMPANY, INC.**, 150 Scenic View Drive, Corbin, Kentucky 40701 (hereinafter "BUYER")

Whereas in consideration of the mutual benefit to the parties and no further monetary consideration, "SELLER" and "BUYER" agree to an access easement and restrictive covenants on the tracts described as follows:

WITNESSETH:

WHEREAS, "SELLER" is the owner of that certain tract or parcel of land lying and being at 5709 South US Hwy 25, Corbin (Lily), Laurel County, Kentucky 40701 (The A Tract); and

WHEREAS, "BUYER" has purchased a portion of that certain A tract or parcel of land contiguous to the A Tract and lying and being Lily, Kentucky and recorded in Deed Book 118 Page 24 5745 South US Hwy 25, Corbin (Lily), Laurel, Kentucky 40701 (The B Tract) The A Tract and the B Tract each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"); and

WHEREAS, SELLER and BUYER desire to establish certain rights and restrictions benefiting and burdening the A Tract and B Tract, as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the provisions of this Agreement, and no further monetary consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, SELLER and BUYER do hereby covenant and agree as follows: NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the provisions of this Agreement, and no monetary consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, A and B do hereby covenant and agree as follows:

1. Benefited Parties/Binding Effect. The rights, easements and obligations established in this Agreement shall run with the land and be for the benefit of the Tracts and shall run with the land and be binding upon the Tracts. The owners of the Tracts may delegate the right to use and maintain the easements granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.
2. Easements. B hereby grants and conveys to A, for the benefit of and as an appurtenance to the A Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the easement area described in Exhibit "C" and attached hereto (the "Easement Area") and located on the B Tract for the purposes of pedestrian and vehicular

access, ingress and egress. B will construct the entrance across the Easement. In no event shall the Easement Area be altered or misused in any manner without the written consent of the parties hereto.

B hereby covenants and agrees to keep and maintain in good order, condition and state of repair, at its sole expense, those portions of the Access and Easement Area located on its Tract, including any driveways, curbing, paving and lighting located therein. In the event that B defaults in its obligation to so maintain the portions of the Access and Easement Area lying on its Tract, then A shall have the right to perform such maintenance upon ten (10) days advance written notice to B and B shall reimburse A within ten (10) days of receipt of invoice for same. All rights granted in this Section 2 shall also be deemed granted to each Tract owners' successors, assigns and tenants/lessees.

A and B do further agree that no party hereto shall at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between the A Tract and the B Tract or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements granted herein. This Agreement does not dedicate the easements created herein to the general public, nor does this Agreement restrict the use and development of the A Tract or the B Tract except as stated herein. It is the intent of this Agreement to grant the subject easements without limiting the right of A and of B to alter, demolish, redevelop or, subject to the provisions of this Paragraph 2, improve the remainder of each Tract unless expressly stated herein to the contrary.

3. Restrictions on A Tract. SELLER covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied any part of the A Tract for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, Wal-Mart, Dollar Express, or any Wal-Mart concept.

4. Use Restrictions on A Tract and B Tract. Each of SELLER and BUYER covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of its Tract to be used or operated for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the A Tract or B Tract, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video

store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; and (s) any use which creates fire, explosives or other hazards.

5. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

6. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

7. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Kentucky. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is occupying the "B Tract". Time is of the essence of this Agreement.

IN WITNESSETH THEREOF, "SELLER" and "BUYER" have executed this Restrictive Covenant on this the 10th day of February, 2016.

CERTIFICATION

Come the undersigned, being the "SELLER" and "BUYER", and after first being duly sworn, do hereby state that the consideration recited herein is true and correct, and same is the full consideration paid for the subject property.

"SELLER"


Thomas Wayne Cottingim


Judy W. Cottingim

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

I, the undersigned Notary Public, in and for the state and county aforesaid, hereby certify that the foregoing Restrictive Covenant and CERTIFICATE were on this ____ day of February, 2016, produced to me in said state and county and was then and there acknowledged, subscribed and sworn to before me by the "SELLER", Thomas Wayne Cottingim and Judy W. Cottingim, husband and wife.

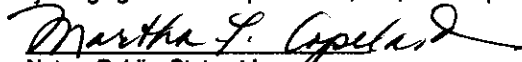

Notary Public, State at Large
No. 498549
My commission expires: 10-4-2017

"BUYER"


James David Myers, President
Kentucky Lodging and Development Co., Inc.

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

I, the undersigned Notary Public, in and for the state and county aforesaid, hereby certify that the foregoing RECIPROCAL RESTRICTIVE COVENANTS and CERTIFICATE were on this 10th day of February, 2016, produced to me in said state and county and was then and there acknowledged, subscribed and sworn to before me by the "BUYER", James David Myers, Pres., Kentucky Lodging and Development Co., Inc., with corporate authority to do so.


Notary Public, State at Large
No. 498549
My commission expires: 10-4-2017

This instrument prepared with
Benefit of title search by:



MARTHA FARMER COPELAND
COPELAND & ROMINES LAW OFFICE, PLLC.
PO Drawer 1580
1305 South Main Street
Corbin, Kentucky 40702
Phone: (606) 523-5100
Fax: (606) 523-5103

EXHIBIT A

Retained Property Description

Being a portion of the property conveyed by deed from Thomas W. Cottingim and Virginia L. Lawson to Thomas Wayne Cottingim and Judy W. Cottingim, dated July 30, 2015 and recorded in Deed Book 712, Page 565, in the Laurel County Court Clerk's Office.

Being more particularly described as follows:

Beginning at a 1" diameter iron pipe found approximately 70 feet northwest of the centerline of US Highway 25, on the western edge of right-of-way of US Highway 25 and at a corner common to Carrie F. Hilton and Russell H. Root (DB 693, PG 299) in the community of Lily, Laurel County, Kentucky, and being the Point of Beginning; Thence leaving Hilton and Root and with the western edge of right-of-way of US Highway 25 N24°48'14"E – 261.95 feet to an iron pin set (5/8" x 18" steel rebar with aluminum survey cap stamped PLS #3816, as is typical of all pins set in this survey), said pin being the Truc Point of Beginning for this Description; Thence continuing with the right-of-way of US Highway 25 for the following three (3) courses: N24°48'14"E – 56.05 feet to a point, S64°44'39"E – 10.08 feet to an iron pin found (rebar with survey cap stamped PLS #3700), and N24°57'31"E – 237.48 feet to an iron pin found (rebar with survey cap stamped PLS #3700), said pin being on the southwest right-of-way of KY Highway 552; Thence leaving US Highway 25 and with KY Highway 552 for the following six (6) courses: N57°20'10"W – 91.53 feet to an iron pin found (rebar with survey cap stamped PLS #3700), N63°47'03"W – 250.02 feet to an iron pin found (rebar with survey cap stamped PLS #3700), N72°19'10"W – 101.15 feet to an iron pin found (rebar with survey cap stamped PLS #3700), N63°45'48"W – 50.04 feet to an iron pin found (rebar with survey cap stamped PLS #3700), N52°24'38"W – 50.95 feet to an iron pin found (rebar with survey cap stamped PLS #3700), and N39°30'12"W – 38.66 feet to an iron pin found (rebar with survey cap stamped PLS #3700), said pin being on the southeast right-of-way of CSX Railroad; Thence leaving KY Highway 552 and with CSX Railroad S44°52'10"W – 492.83 feet to a 1" diameter iron pipe found, said pipe being a corner to Robert Henson and Martha Henson (DB 695, PG 027); Thence leaving CSX Railroad and with Henson S55°18'32"E – 389.10 feet to an iron pin set; Thence leaving Henson and crossing Cottingim for the following four (4) courses: N24°00'00"E – 145.91 feet to an iron pin set, S66°00'00"E – 213.46 feet to an iron pin set, and N24°00'00"E – 50.00 feet to an iron pin set, and S66°00'00"E – 139.91 feet to the Point of Beginning and containing 6.147 acres by survey.

This description prepared from a physical survey conducted by VANTAGE Engineering PLC, Kendal Wise, Kentucky PLS #3816 dated the 10th day of December, 2015.

EXHIBIT B

Property Description

Being all the property conveyed by deed dated the 10th day of February, 2016 from Thomas Wayne Cottingim and Judy Cottingim and filed in Deed Book 294 ~~118~~ Page 294 in the Laurel County Clerk's Office.

Being more particularly described as follows:

Beginning at a 1" iron pipe found approximately 70 feet northwest of the centerline of US Highway 25, on the western edge of right-of-way of US Highway 25 and at a corner common to Carrie F. Hilton and Russell H. Root (DB 693, PG 299) in the community of Lily, Laurel County, Kentucky, and being the Point of Beginning for this description; Thence leaving Hilton and Root and with the western edge of right-of-way of US Highway 25 N24°48'14"E – 281.95 feet to an iron pin set (5/8" x 18" steel rebar with aluminum survey cap stamped PLS #3816, as is typical of all pins set in this survey); Thence leaving the right-of-way of US Highway 25 and crossing Cottingim for the following four courses: N66°00'00"W – 83.60 feet to an iron pin set, S24°00'00"W – 54.02 feet to an iron pin set, N66°00'00"W – 210.24 feet to an iron pin set, and S24°00'00"W – 153.13 feet to an iron pin set in the line of Robert and Martha Henson (DB 695 PG 27); Thence with Henson S55°18'32"E – 152.68 feet to an iron pin found with survey cap stamped PLS #3700 at a corner to Hilton and Root; Thence leaving Henson and with Hilton and Root S55°18'43"E – 142.62 feet to the Point of Beginning and containing 1.313 acres by survey.

This description prepared from a physical survey conducted by VANTAGE Engineering PLC, Kendal Wise, Kentucky PLS #3816 dated the 10th day of December, 2015.

EXHIBIT C

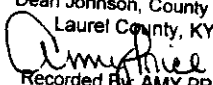
Access Easement Description

Being a portion of the property conveyed by deed from Thomas W. Cottingim and Virginia L. Lawson to Thomas Wayne Cottingim and Judy W. Cottingim, dated July 30, 2015 and recorded in Deed Book 712, Page 565, in the Laurel County Court Clerk's Office.

Being more particularly described as follows:

Beginning at a 1" diameter iron pipe found approximately 70 feet northwest of the centerline of US Highway 25, on the western edge of right-of-way of US Highway 25 and at a corner common to Carrie F. Hilton and Russell H. Root (DB 693, PG 299) in the community of Lily, Laurel County, Kentucky, and being the Point of Beginning; Thence leaving Hilton and Root and with the western edge of right-of-way of US Highway 25 N24°48'14"E – 158.23 feet to point, said point being the True Point of Beginning for this Description; Thence continuing along the right-of-way of US Highway 25 N24°48'14"E – 103.72 feet to an iron pin set (5/8" x 18" steel rebar with aluminum survey cap stamped PLS #3816, as is typical of all pins set in this survey); Thence leaving the right-of-way of US Highway 25 and crossing Cottingim for the following four (4) courses: N66°00'00"W – 139.91 feet to an iron pin set, S24°00'00"W – 50.00 feet to an iron pin set, S66°00'00"E – 53.42 feet to a point, and S33°43'18"E – 100.58 feet to Point of Beginning and containing 0.213 acres by survey.

This description prepared from a physical survey conducted by VANTAGE Engineering PLC, Kendal Wise, Kentucky PLS #3816 dated the 10th day of December, 2015.

Filed: 02/18/2016 11:25:38 AM
Dean Johnson, County Clerk
Laurel County, KY

Recorded By: AMY PRICE
DOCUMENTARY TAX PAID: \$0.00